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Attorneys for Defendants
NATIONWIDE LIFE INSURANCE COMPANY and
NATIONWIDE MUTUAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SEAN MICHAEL CARTER,

Plaintiff,

v.

K&K INSURANCE GROUP, INC.,
d/b/a SPECIALTY BENEFITS
ADMINISTRATOR, INC.; NATIONWIDE
LIFE INSURANCE COMPANY;
NATIONWIDE MUTUAL INSURANCE
COMPANY; AON CORPORATION, and
DOES 1-100,

Defendants.

) CASE No. 3:07-CV-05588

) **STIPULATION Re: DISMISSAL OF**
) **DEFENDANT NATIONWIDE LIFE**
) **INSURANCE COMPANY**

STIPULATION

Plaintiff Sean Michael Carter ("Plaintiff") and Defendants Nationwide Life Insurance Company ("Nationwide Life") and Nationwide Mutual Insurance Company ("Nationwide Mutual") (collectively "Defendants"), by and through their respective attorneys, stipulate and agree as follows:

1. Inasmuch as the insurance policy at issue in the above-captioned litigation was issued to Plaintiff by Nationwide Mutual, and therefore Nationwide Mutual is the only proper Defendant, Plaintiffs will dismiss Nationwide Life with prejudice.

2. Defendants agree that if Nationwide Life had any involvement in the issuance of

1 any insurance policy or in the handling of any insurance claim at issue in this litigation, then
2 Nationwide Life's files with respect thereto will be produced either in initial disclosures pursuant
3 to Federal Rules of Civil Procedure, Rule 26, or in response to discovery requests; and that
4 appropriate Nationwide Life representatives will be made available for deposition. Defendants
5 agree that they will not object to such deposition(s) or production of documents on the ground that
6 Nationwide Life is not a proper party to this litigation.

7 3. Defendants agree that any discovery directed to, or that should be directed to,
8 Nationwide Life will be construed to be discovery directed to Nationwide Mutual, and Nationwide
9 Mutual will respond to such discovery, raising all appropriate objections thereto, except that
10 Nationwide Mutual will not object or refuse to respond on the ground that such discovery was or
11 should have been directed to Nationwide Life.

12 4. Defendants agree that any liability of Nationwide Life for Plaintiff's damages, if
13 any, determined in the above-captioned litigation, will be construed to be the liability of
14 Nationwide Mutual, and Nationwide Mutual will not object to the entry of judgment against it on
15 the ground that such judgment should be entered against Nationwide Life; further Nationwide
16 Mutual agrees to satisfy any such judgment.

17 5. Defendants agree further that should Nationwide Mutual be unable to satisfy any
18 judgment entered against it pursuant to this stipulation, then Nationwide Life will satisfy the
19 judgment even though it has been dismissed and is no longer a party to this litigation.

20 6. Plaintiff and Defendants agree that this Stipulation may be executed in identical
21 counterparts, which taken together shall constitute the complete Stipulation, and that a signature
22 provided by facsimile transmission shall be of the same force and effect as the original of such
23 signature when submitted as part of the complete Stipulation.

24
25 IT IS SO STIPULATED.

26 ///

27 ///

28 ///

1 Dated: December 21, 2007

GOLDSTEIN GELLMAN MELBOSTAD GIBSON
& HARRIS, LLP

/S/

By

Lee S. Harris

Attorneys for Plaintiff

SEAN MICHAEL CARTER

6 Dated: December 21, 2007

LEWIS BRISBOIS BISGAARD & SMITH LLP

/S/

By

Stephen J. Liberatore

Attorneys for Defendants

NATIONWIDE LIFE INSURANCE COMPANY and
NATIONWIDE MUTUAL INSURANCE COMPANY

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